

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

OF

American Broadband, Inc.

Mailing Address:

P.O. Box 91127

Mobile, AL 36691

Physical Address:

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Mobile, AL 36609

Phone: 251-445-4455 Fax 251-662-1297

Toll Free 877-276-7731

This tariff contains the descriptions, regulations, and rates applicable to the furnishings of service and facilities for telecommunications services provided by, AMERICAN BROADBAND, INC. (hereafter referred to as "the Company") with its principal office at 618 Azalea Road, Mobile, Alabama 36609. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business. This tariff is governed and interpreted according to the laws of the state of Kentucky.

ISSUED: 10/08/2004

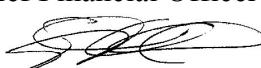
Issued by: Paul E. Bullington, Vice President and Chief Financial Officer

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Local No.: 251-445-4455 Toll Free No. 877-276-7731

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**11/07/2004
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SECTION 9 (1)**



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The Title Page and Pages 1 to 37 inclusive are effective as of the date shown. Original and revised pages as names below comprise all changes from the original tariff that are in effect in the hereof:

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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TARIFF FORMAT

Sheet Numbering – Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially and from time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1

Explanation of Symbols – When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) -- To signify a change in regulations.
- (D) -- To signify discontinued rate or regulation.
- (I) -- To signify a rate increase.
- (N) -- To signify a new rate or regulation.
- (R) -- To signify a rate reduction.
- (M) -- To signify moved text.
- (T) -- To signify a change in text, but no change in rate or regulation.
- (S) -- To signify matter appearing elsewhere or repeated for clarification
- (V) -- To signify vintage tariff
- (Z) -- To signify correction

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page, which clearly shows the exact number of lines being changed.

Check Sheets – When a tariff filing is made within the Public Service Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular page is the most current page on file with the Public Service Commission.

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1.0 **DEFINITIONS OF TERMS AND ABBREVIATIONS**

Commission – The Kentucky Public Service Commission.

Company or Carrier – The term hereafter given to American Broadband, Inc..

Customer or End User – The person, firm, corporation or other entity which initiates a call or establishes Private Line Service on the Company's network, or accepts billing for a call on the company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer Provided Equipment – Equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities. The Customer, not the Company, shall be responsible for compliance with FCC rules, 47 CFR. Part 68, and for all maintenance of such equipment and/or facilities.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Company

Other Common Carrier – A person, firm, corporation, or entity regulated by the KPSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit.

Rate Center – A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purpose of rating a call.

Subscriber – The person, firm, partnership, corporation, or other entity who owns, leases or manages the pay telephone, PBX, or other switch vehicle from which a Customer or End User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

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2.0 RULES AND REGULATIONS

2.1 Service Area

Service is being offered for origination and termination throughout the entire State of Kentucky.

2.2 Calculation of Distance

(A) Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

(B) Long distance telecommunications service rates between points (cities, towns or localities) are based on the airline distances between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.

(C) The distance between the Rate Center of the Subscriber's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in AT&T FCC Tariff No. 10, in the following manner:

Step 1 – Obtain the "V" and "H" coordinates for the Rate Centers of the Subscriber's switch and the destination point.

Step 2 – Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.

Step 3 – Square the differences obtained in Step 2.

Step 4 – Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 – Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 – Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between Rate Centers.

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2.3 **Undertaking of American Broadband**
2.3.1 **General**

American Broadband's services and facilities are furnished for communications originating at specified points within the State of Kentucky under terms of this tariff.


The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Services provided herein under will be provided over facilities leased by the Company from other carriers or entities and/or owned and operated by the Company for the completion of service within the State of Kentucky. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

2.3.2 **Limitations**

- A. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff. American Broadband reserves the right to negotiate special terms and conditions (i.e., special promotions) with particular customers providing agreement is reached and signed with the customer. All special promotions must be filed with the Kentucky PSC for prior approval.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- C. The Company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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- D. All Facilities provided under this tariff are directly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- E. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 Liability of the Company

2.4.1 General

- A. In no event shall the Company be liable for any special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. The Company shall not be liable for any failure of performance due to causes and/or circumstances beyond its control, nor shall The Company be liable for any act or omission for any other company furnishing any portion of service to subscriber, any equipment supplied to the Subscriber by The Company or any other supplier of equipment to subscriber (under warranty, service agreement, or otherwise), or any network service contracted by subscriber or The Company.
- B. The liability of The Company or any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate monthly charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, the number of days in each monthly billing cycle will be an assumed month of thirty (30) days for prorations.

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- C. The Company shall be liable for any claim or loss, expense, or damage (including indirect, special or consequential damage) for any interruption, delay, error or other defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than The Company by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- D. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, or loss, expense or damage, including indirect, special or consequential damage, (1) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data information, or content revealed to, transmitted, processed, handled, or used by the Company under this tariff; or (2) for connecting, combining or adapting the Company's facilities with customer's apparatus or systems; or (3) for any act or omission of the customer; or (4) for any personal injury or death of any person or for any loss of or damage to customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company. No agent or employee or any other carrier shall be deemed to be an agent or employee of the Company.
- E. The Company shall not be liable for any charges or costs incurred by the customer for use of another carrier's services whether caused by failure of the Company's equipment or service or otherwise.
- F. The Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of services offered under this tariff including, but not limited to, claims by subscribers to services provided to the Customer, and users of any services provided or resold by the Customer.

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2.4.2 Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of the tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

2.4.3 Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

2.4.4 Errors or Damages Caused by System Data Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

2.5 Use of Service

2.5.1 Purpose

Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Kentucky Public Service Commission.

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2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Additional protective equipment, if needed, shall be employed at the Customer's expense.

- A. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rules (47 C.F.R. 68.100 – 68.110) and shall not interfere with service furnished to other customers.
- B. The Customer shall ensure that his terminal equipment is properly interfaced with the Company's facilities, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.
- C. If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service immediately.
- D. The Customer shall not remove, dismantle, modify, repair, or otherwise tamper with any Company-owned terminal equipment. Customer shall be liable for any loss or damage to the Company's Equipment or any third party, or from any cause whatsoever, other than the actions of normal wear and tear resulting the proper use of the Company's Equipment excepted. The Customer shall, at reasonable times, provide the Company access to its premises for the purpose of installing, maintaining, inspecting and removing the Company's equipment.

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2.7 Installation and Termination

2.7.1 Subscriber Service Contract

Subscribers are required to contract for the various services offered by the Company. Contracts may be granted up to a term of ninety-six (96) months. All services offered are subject to the State of Kentucky Rules and Regulations and require special arrangements and contracts be filed with the Commission for prior approval.

2.8 Payment for Service and Service Dispute Resolution

2.8.1 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, or other billing service. Any objections to billed charges must be promptly reported to the Company's billing agent. Adjustments to Customer's Bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.


All bills will show a delinquent date of not less than thirty (30) days from the bill date. However, the Company may demand immediate payment no less than 20 days after mailing date of original bill under the following circumstances:

- A. Where service is terminated or abandoned.
- B. Where service is two (2) times greater than the Customer's average usage as reflected on the bills for the Customer's average usage for the three (3) billing cycles prior to the current bill or, in the case of a new Customer who has been receiving service for less than four (4) billing cycles, where the service is twice the estimated billing cycle.
- C. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that customer.
- D. When a bill for the immediately preceding billing cycle is issued and the Subscriber is delinquent in his payment for the billing cycle(s) preceding the immediately preceding billing cycle.

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Local No.:251-445-4455 Toll Free No. 877-276-7733

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The demand for early payment will be accompanied by a bill which itemizes or summarizes the charges for which payment is demanded, or, if the demand is made orally, an itemized or summarized bill will be mailed or delivered to the customer within three (3) days after the demand is made.

The Customer is responsible for payment of all charges for services furnished to the Customer. Charges for all installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by the Company. Recurring charges and non-recurring charges, if any, are billed in advance and shall not be prorated for any period shorter than the minimum service period. The initial billing will include the charges, if any, for the first billing cycle's minimum charges. The initial billing may, at the Company's option, also include one billing cycle's estimated usage billed in advance. Thereafter, charges based on actual usage during a billing cycle will be billed each billing cycle in arrears. This information will be disclosed in a written contract or service agreement.


If a Customer has no usage for two consecutive billing cycles, the Company may; 1) discontinue sending the Customer a bill until such Customer uses the Company's system, and/or 2) cancel the Customer's authorization code, if any. If the Company cancels the Customer's authorization code, it will be reinstated at the Customer's request if the Customer complies with all of the Company's rules and regulations.

All applicable taxes, charges, exactions, fees or the like which must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged directly to the consumer will be separately stated on the Customer's bill and collected from the Customer.

The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not charged, by the virtue of any use, misuse, or abuse of the customer's service, or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

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2.8.2 Service Dispute Resolution

Any objection to billed charges should be reported to the billing agent or Company within sixty (60) days from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. End Users have the right to appeal service disputes to the Kentucky Public Service Commission.

2.9 Establishment and Re-establishment of Credit

2.9.1 In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

2.9.2 A restoral of service charge will be applicable per Customer temporarily suspended.

2.9.3 Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Non Recurring Charges and an advance payment will apply.

2.9.4 The use and restoration of facilities or service in emergencies shall be in accordance with Part 64, Subpart "D", of the Federal Communications Rules and Regulations which specifies the priority system for such activities.

2.10 Deposits and Advance Payments

2.10.1 The Company does not require a deposit from the Customer or Subscriber.

2.10.2 For Customers of Subscribers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

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2.11 Notices

2.11.1 Notice to the Customer

Notices from the Company to a Customer normally will be given in writing, either delivered or mailed to the Customer's address of record.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Company's Facilities, the Company may resort to verbal notices given by telephone, radiotelephone, personal contact, or other means of communication.

2.11.2 Notices from the Customer

Notices from a Customer to the Company may be given verbally by the Customer or the Customer's authorized agent at the Company's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules in any written agreement.

2.12 Rendering and Payment of Bills

2.12.1 Returned Check Charge

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge will be made by the Company for each such item returned unpaid by a bank to the company for any reason, in accordance with Kentucky Law. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

2.12.2 Extra Copies of Bill

Extra Copies of a subscriber's monthly bill will be provided by the Company at cost.

2.12.3 Late Charges Penalty Fee

All bills for miscellaneous services are due when rendered and payable at the office of the Company or authorized collection agency within thirty (30) days of the billing date. All bills not paid within thirty (30) days of the billing date will be assessed a penalty of 1.5 percent on intrastate billing.

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Failure to receive the telephone bill does not relieve the subscriber from prompt payment within thirty (30) days of date billing date. The Company will assess a penalty on disputed bills that are delinquent until the dispute is settled and/or paid in full. A late payment penalty/charge will be assessed only once for any bill for rendered services.

2.13 Fraud

The Company shall have the right to refuse or discontinue service if the acts of the Customer, including furnishing false credit information or the conditions upon their premises are such as to indicate intention to defraud the Company.

2.14 Non-Compliance with the Company's Rules

The Company may discontinue service if a customer fails to comply with any of the rules herein.

2.15 Telephone Calls with Intent to Annoy

The Company may discontinue service of any Customer who, with intent to annoy, telephones another addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person of property of the person addressed of any family member.

The Company may discontinue service of any Customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephone, whether or not conversation ensued during the telephone calls.

2.16 Discontinuance and Restoration of Service

2.16.1 Intentional Abuse of Services

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service for facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station or another station, excluding those connections charges for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional retrieval of records conditions.

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2.16.2 Disconnection of Service for Cause

Upon non-payment of any regulated sum due the Company or upon a violation of any of the conditions governing the furnishing of service as provided in this tariff, the Company may, by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone Services may be discontinued five (5) days after mailing notice to intention to discontinue service and a Restoral of Service charge will be made by the Company for restorations of such Authorization Code and/or line.

If the Company elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

If any Customer-provided, or end user-provided equipment is used with Facilities provided by the Company in violation of any law or any of the provisions in this tariff, the Company will take such action as is necessary for the protection of its Facilities or the service of its other Customers and other persons provided with Telephone Services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to the company within fifteen (15) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation, and to give the required written confirmation to the Company within the time stated above shall result in interruption of the service of the Customer creating the violation.

Telephone Services may be refused, reduced, or partially or completely discontinued without notice in the event the Company is informed that the service is used in such a manner that will adversely affect the Company's services to others.

The Company may disconnect the Telephone Services in accordance with the terms hereof without any liability except for any appropriate refund of prepaid charges and any service deposit with accrued interest.

In the event that legal action is instituted by the Company to recover any sums due and the Company prevails, the Company shall be entitled to recover its costs of collections, legal costs, court costs and reasonable attorney's fees as the courts may award, in addition to whatever other relief the court may award.

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Any sums then due shall earn interest at the rates of one and one-half (1-1/2%) percent simple interest per month (unless otherwise prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

2.17 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

2.18 Ownership of Equipment

Equipment furnished by the Company on the premises of a subscriber is the property of the Company. Title to all equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.19 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.20 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and location. At the option of the Company, fees may be waived under certain competitive conditions as may be warranted from time to time. The Kentucky Public Service Commission shall be notified prior to the effective date of promotion for their approval.

2.21 Minimum Service Period

The minimum service period for service is one twelve-month period. This information will be disclosed in a written contract or service agreement.

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2.22 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's or the Company's equipment. The Customer shall make such facilities or equipment available to the Company for testing and inspecting upon reasonable notice. The Company may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.

No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.23 Employee Concessions

Periodically, the Company may conduct beta testing of new service offerings at the residences of Company employees with their consent. Should the employee elect to participate in this testing at their residence, the service offering will be delivered continually after completion of the test at no charge as long as the employee remains in the employment of the company.

Should an employee leave the employment of the Company, such employee's service provided by the Company will be discontinued with 20 days notice in accordance with Kentucky regulations. Such employee may reapply for service as a customer in the manner set forth herein.

2.24 Taxes and Fees Chargeable to Customer/ Subscribers

2.24.1 Adjustments for Municipality Payments

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

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2.24.2 Adjustments for State, County or Other Local Taxing Authority

Payments

If at any future time a state, county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such country or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge. To the extent service is used for the provision of "Local Service" KY Lifeline Support Charge of \$0.08 and KY TRS/TDD surcharge of \$0.10 per line or channel will be billed to subscribers per month.

2.24.3 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated bases. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.24.4 Special Contracts

In compliance with laws of the State of Kentucky and The Public Service Commission's Rules and Regulations, the Company may, in appropriate circumstances, enter into special contracts with specific customers for service on the basis of negotiated rates. All such contracts will be filed with the Kentucky PSC for prior approval from the Commission.

2.24.5 Applicable Rates and Charges


The rates and charges applicable at any given time will be specified in the appropriate rate section and filed with the Kentucky Public Service Commission by the Company.

The Company will furnish new rate pages reflecting any changes in rates and charges to the Kentucky Public Service Commission.

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3.0 Service Offerings

3.1 LightRing Service

3.1.1 General

- A. LightRing service is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple customer designated locations and Company and Incumbent Local Exchange Carrier Central Offices where facilities can be made available as determined by the Company. This networks consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS1, DS3, OC-3, and/or OC-12 channel services simultaneously over primary and alternate paths between customer designated locations and Company Central Offices. This ring topology will continually monitor DS1, DS3, OC-3 and/or OC-12 service quality, detect any failure within the system, and automatically self-heal around a point of failure to ensure the flow of DS1, DS3, OC-3 and/or OC-12 Services between locations within the self-healing network. For locations where a customer requests LightRing service and facilities are not available, construction charges will apply as set forth on a individual case bases for cases involving extraordinary cost.

- B. LightRing service is available at OC-3, OC-12, and OC-48 capacities.

OC-3 LightRing Service is available as an individual service or in an Overlay Ring Arrangement riding the customer's host OC-12 or OC-48 LightRing service. OC-3 LightRing service provides an equivalent capacity of 3 DS-3s, or any combination thereof not to exceed an OC-3 capacity.

OC-12 LightRing Service is available as an individual service, or in an Overlay Ring Arrangement riding the customer's host OC-48 LightRing service. OC-12 LightRing service provides an equivalent capacity of 12 DS-3s.

OC-48 LightRing Service is available as an individual service, or with overlaying rings in capacities of OC-3 and/or OC-12. OC-48 LightRing service provides an equivalent capacity of 48 DS-3s.

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LightRing service Channel Interfaces are available as follows:

<u>Channel Interfaces</u>	<u>NODES</u>		
	<u>OC-3</u>	<u>OC-12</u>	<u>OC-48</u>
DS-1	Yes	No	No
DS-3	Yes	Yes	Yes
OC-3	No	Yes	Yes
OC-12	No	No	Yes
28 DS-1 Channel System	Yes	Yes	Yes

LightRing service Overlay Ring Arrangements are available as follows:

<u>OVERLAYING LIGHTRING service</u>	<u>Host LightRing Service</u>	
	<u>OC-12</u>	<u>OC-48</u>
OC-3	X	X
OC-12		X

C. LightRing service is connectible at Company and Incumbent Local Exchange Carrier Central Offices to any compatible high capacity service as provided in Section 3.1 of this Tariff and to compatible Broadband Exchange Line Service at compatible data rates (i.e. 1.586 Mbps). Rates and charges for such other services are as set forth in the applicable sections of this Tariff for such other services.

D. The Customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support this service.

E. Where the customer provides two separate entrance facility cable routes for LightRing service, the primary and alternate entrance facilities will be separate and will enter the customer node over such different routes. When the customer requests a connection at a Customer Node via two Local Channels and facilities do not exist for the second Local Channel, the Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Company may rearrange the alternate route at any time.

F. The compatibility requirements, technical specifications, and generic requirements for LightRing service terminated at the Customer's designated locations are referenced in Technical Reference ANS-484-1989 and ANSI T1.403-1989.

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- G. DS-3 interface combinations and technical specifications are referenced in Telcordia TR-INS-000342.
- H. DS-1 interface combinations and technical specifications are referenced in Telcordia TR-NPL-000054.


LightRing service DS-3 high capacity service channels have a performance objective of 99.99 percent error-free seconds over a continuous twenty-four hour period. Self-healing multi-nodal DS-1 high capacity service channels have a performance objective of 99.99 percent error-free seconds over a continuous twenty-four hour period.

3.1.2 Application of Rates

- A. Monthly rates and charges as specified in section 3.1.3 following apply for each LightRing service. Customers specify network capacity at the time of the initial order. In an Overlay Ring Arrangement where a customer's overlaying LightRing service rides the customer's host LightRing service, the overlay ring will share the transport of the host ring between common node locations. Rate categories at OC-3, OC-12, and OC-48 capacity levels include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. Channel Interfaces are required at each node on the network and must be associated with a LightRing service. An OC-3 Overlay Ring Arrangement requires an OC-3 Channel Interface at each node involved. In Overlay Ring Arrangements, the customer must order a Channel Interface for each entry to or exit from the host ring. In all other situations, the number of Channel Interfaces ordered will depend on whether the customer desires a working interface, or a working interface and a protection interface. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS-1 Channel System is utilized to activate DS-1 Channels, the appropriate number of DS-1 Channel Interfaces are required in lieu of an originating or terminating DS-3 Channel Interface.
- B. Nonrecurring charges for Local Channels, Alternate Central Office Channels, Internodal Channels, Nodes and Channel Interfaces may apply for each channel. When the customer requests two separate routes and the routing is provided as described in section 3.1.1 preceding, charges apply for the Local Channels and any Interoffice Channels on the requested route. If the Company rearranges the alternate route, nonrecurring charges do not apply for the second local channel. Recurring charges for Local, Alternate Central Office, Interoffice, and Internodal Channels apply for each quarter air mile increment of the channel. Fractions of a quarter mile will always round up to the next quarter air mile before determining the mileage and applying the rate. For channels that are less than one-quarter mile, a minimum charge of one-quarter mile applies.

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- C. Customers with DS-3 interfaces at the Customer Node electing to connect with DS-1 services at a Central Office Node, must obtain a 28 DS-1 Channel System, and the appropriate number of DS-1 Channel Interfaces in lieu of a DS-3 Channel Interface. A maximum of 28 DS-1 Channel Interfaces can be activated for each 28 DS-1 System utilized. Nonrecurring charges are established on a per order basis for each 28 DS-1 Channel System and for each additional 28 DS-1 Channel System at that same Central Office Node. Nonrecurring charges apply for each DS-1 Channel Interface which originates/terminates in a 28 DS-1 Channel System. The recurring rate applies for each 28 Channel System and each DS-1 Channel Interface activated per Central Office Node.
- D. LightRing service is available under several payment plans: 36 Month Term Payment Plan (24-48 Months), 60 Month Term Payment Plan (49-72 Months), or 84 Month Term Payment Plan (73-96 Months). The 36, 60 and 84 Month Term Payment Plans are provided under conditions specified. For all payment plans, the following regulations apply:
1. All rate elements, except Channel Interfaces for a given LightRing service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the LightRing service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for a given LightRing service.
 2. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
 3. A termination liability charge will be applicable if services provided are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates for LightRing service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the LightRing arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for LightRing service at the time of termination.
 4. When a service period under an existing LightRing arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable.

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5. Additions of services or rate elements, for activating spare or unused capacities of a LightRing service, must be activated at the same rates and charges specified under the existing arrangement. Channel interfaces may be ordered as specified in 1. preceding.
6. Addition of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under new LightRing arrangement at rates and charges as specified in 1. preceding. The new LightRing arrangement must be at least 24 months and must be coterminous with the existing arrangement for LightRing service.

3.1.3 Architecture

A. LightRing service

The LightRing service configuration utilizes a multi-nodal ring architecture, which is specified jointly by the Company and the Customer. The minimum configuration provides dedicated DS-3 (44.736 Mbps) and/or DS-1 digital services and must include at least three nodes. The maximum number of nodes will be determined based on equipment capability. The nodes are connected by LightRing service Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels as applicable. LightRing service may be connected to other high capacity services wherever agreed upon by the Company and the Customer.

Applicable rate elements for this service are:

- Customer Nodes provide ring switching capabilities at customer designated locations other than Company or Incumbent Local Exchange Carrier Central Offices that are part of LightRing service. This rate element offers OC-3, OC-12, or OC-48 network capacities. A summary of the channel interfaces available with each node are specified in 3.1.1 preceding.
- Customer Channel Interface provides DS-1 and DS-3 electrical channelization and/or OC-3 or OC-12 optical channelization that may take place at each Customer Node of LightRing service. The Customer Channel Interface rate element applies for every interface capacity that originates or terminates at a Customer Node.

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- Central Office Node provides ring switching capabilities at Company or Incumbent Local Exchange Carrier Central Offices that are a part of LightRing service. This rate element offers OC-3, OC-12, and OC-48 network capacities. A summary of the channel interfaces available with each node are specified in 3.1.1 preceding.
- Central Office Channel Interface provides DS-1 and DS-3 electrical channelization and/or OC-3 or OC-12 optical channelization that may take place at each Central Office Node located on LightRing service. The Central Office Channel Interface rate element applies for every interface capacity that originates or terminates at a Central Office Node. Customers with DS-3 interfaces at the Customer Node electing to connect with DS-1 services at a Central Office Node, must obtain a 28 DS-1 Channel System.
- Local Channel (at least one for each Customer Node which is directly connected to the serving wire center), provides for the communications path between a Customer Node and the serving wire center of the premises where located.
- Alternate Central Office Channel (at least one for each Customer Node which is directly connected to an Alternate Central Office), provides for the communications path between a Customer Node and an Alternate Central Office.
- Interoffice Channel (one for each path between each two directly connected Company or Incumbent Local Exchange Carrier's Central Offices) provides for the communications path between directly connected Company or Incumbent Local Exchange Carrier's Central Offices located on a LightRing Service.

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3.1.3 Rates and Charges
3.1.3.A OC-3 LightRing

OC-3 LightRing					
Mileage Rates (Month to Month)	Non-Recurring Charge	Monthly	24 to 48 months	49 to 72 months	73 to 96 months
Local Channel, Per Channel (per 1/4 air mile)	375	71.25	62.25	54.75	51
Alternate CO Mileage Rates Per Channel	375	513.75	210	131.25	105
Interoffice Channel Mileage Rates Per Channel	142.5	37.5	27	24	20.25
Customer Node OC-3	326.25	1650	742.5	675	607.5
Customer Channel Interface DS-1 DS-3	123.75	26.25	22.5	18.75	15
	105	127.5	101.25	97.5	93.75
Central Office Node OC-3	303.75	1050	742.5	675	607.5
Central Office Channel Interface (per Node) DS-3 Interface DS-1 Interface Per DS-3 Channelizer Per DS-3 Channelized to DS-1					
	150	86.25	63.75	60	56.25
	97.5	26.25	22.5	18.75	15
	146.25	487.5	412.5	375	337.5
	120	9	6	5.25	4.5

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3.1.3 Rates and Charges
3.1.3.B OC-12 LightRing

OC-12 LightRing					
Mileage Rates (Month to Month)	Non-Recurring Charge	Monthly	24 to 48 months	49 to 72 months	73 to 96 months
Local Channel, Per Channel (per 1/4 air mile)	375	71.25	62.25	54.75	51
Alternate CO Mileage Rates Per Channel	375	513.75	210	131.25	105
Interoffice Channel Mileage Rates OC-12 Per Channel	142.5	108.75	97.5	86.25	78.75
Customer Node OC-12	348.75	2550	1485	1350	1181.25
OC-3	0	2025	1383.75	1181.25	1012.5
Customer Channel Interface DS-1	123.75	26.25	22.5	18.75	15
DS-3	105	127.5	101.25	97.5	93.75
OC-3	142.5	165	127.5	112.5	105
OC-12	285	1117.5	772.5	712.5	660
Central Office Node OC-3	303.75	1050	742.5	675	607.5
OC-12	341.25	1950	1485	1350	1181.25
Central Office Channel Interface (per Node) OC-12 Interface	450	1117.5	772.5	712.5	660
OC-3 Interface	285	386.25	285	255	240
DS-3 Interface	150	86.25	63.75	60	56.25
DS-1 Interface	97.5	26.25	22.5	18.75	15
Per DS-3 Channelizer	146.25	487.5	412.5	375	337.5
Per DS-3 Channeled to DS-1	120	9	6	5.25	4.5

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3.1.3 Rates and Charges
3.1.3.C OC-48 LightRing

OC-48 LightRing					
Mileage Rates (Month to Month)	Non-Recurring Charge	Monthly	24 to 48 months	49 to 72 months	73 to 96 months
Local Channel Per Channel (per 1/4 air mile)	375	71.25	62.25	54.75	51
Alternate CO Mileage Rates Per Channel	375	513.75	210	131.25	105
Interoffice Channel Mileage Rates OC-48 Per Channel	142.5	255	202.5	195	187.5
Customer Node OC-48 OC-12	348.75	3915	3307.5	3037.5	2632.5
	348.75	2550	1485	1350	1181.25
Customer Channel Interface OC-12 OC-3 DS-3 DS-1	285	1117.5	772.5	712.5	660
	142.5	386.25	285	255	240
	105	127.5	101.25	97.5	93.75
	123.75	26.25	22.5	18.75	15
Central Office Node OC-48 OC-12	341.25	3645	3082.5	3037.5	2632.5
	341.25	1950	1485	1350	1181.25
Central Office Channel Interface (per Node) OC-12 Interface OC-3 Interface DS-3 Interface DS-1 Interface Per DS-3 Channelizer Per DS-3 Channeled to DS-1	450	1117.5	772.5	712.5	660
	285	386.25	285	255	240
	150	86.25	63.75	60	56.25
	97.5	26.25	22.5	18.75	15
	146.25	487.5	412.5	375	337.5
	120	9	6	5.25	4.5

3.2 Intercity Bandwidth Service

3.2.1 General

- A. Intercity Bandwidth Service is connection oriented service based on fixed capacity technology.
- B. Intercity Bandwidth Service provides fixed connectivity using digital facilities operating at transmission speeds of DS-1, DS-3, OC-3, OC-12, and OC-48.
- C. Intercity Bandwidth Service is provided on an Intra or Inter LATA basis.

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3.2.2 Rates and Charges

A. Intercity Bandwidth Service

	<u>Nonrecurring</u>	<u>Monthly</u>	<u>1 Year</u>	<u>3 Year</u>
DS-1	ICB	ICB	ICB	ICB
DS-3	ICB	ICB	ICB	ICB
OC-3	ICB	ICB	ICB	ICB
OC-12	ICB	ICB	ICB	ICB
OC-48	ICB	ICB	ICB	ICB

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American Broadband, Inc.

P.O. Box 91064
Mobile, AL 36691
(251) 445-4455
(877) 276-7731

Invoice

Date	Invoice #
4/5/2005	86319-82

Bill To
Long's Directional Services 11014 Lawrence Road Ext Lexington, KY



			P.O. Number	Terms
				Net 30
Item	Description	Quantity	Rate	Amount
Private Line Service	OC48 Private Line Service April 1 - April 30, 2005 Circuit ID # TWC02154885 Location A: Lexington Facility 1591 Versailles Road, Lexington, KY 40504 Location Z: Puducah Facility 1527 Jefferson Street, Pudacah, KY 42001		13,359.00	13,359.00
Private Line Service	OC-12 Private Line Service April 1 - April 30, 2005 Circuit ID # TWC02154886 Location A: Frankfurt Facility 680 Main Street, Frankfurt, KY 40601 Location Z: Louisville Facility 452 West Oak Street, Louisville, KY 40203		8,500.00	8,500.00
Please remit to above address.			Total	\$21,859.00

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By 
Executive Director